

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daystar Technologies Inc.		09/21/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TD Waterhouse RRSP Account, in Trust for Peter Alan Lacey		
Street Address:	RR#2 Site 19		
Internal Address:	Box 6		
City:	Red Deer AB		
State/Country:	CANADA		
Postal Code:	T4N 5E2		
Entity Type:	TRUST: CANADA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3453861	TERRAFOIL-FP	
Registration Number:	3178218	INTEGRATE	
Registration Number:	3163896	ALOFT	
Registration Number:	3406844	PERVASIVE. SOLAR. ENERGY.	
Registration Number:	3152355	PV FOIL	
Registration Number:	3178524	LIGHTIR	
Registration Number:	3166712	TERRAFOIL-SP	
Registration Number:	3166573	POWERFOIL	
Registration Number:	3166455	TERRAFOIL	
Registration Number:	3166454	LIGHTFOIL	
Registration Number:	3382865	DAYSTAR TECHNOLOGIES	
Registration Number:	3359652	MAKING FREE ENERGY AFFORDABLE	
Registration Number:	3332332	MAKING FREE ENERGY AFFORDABLE	

OP \$415.00 3453861

900143738

TRADEMARK  
REEL: 004065 FRAME: 0802

Registration Number:	3424490	ENABLING AFFORDABLE ELECTRICITY FROM THE SUN
Registration Number:	3149434	
Registration Number:	3298705	DAYSTAR

#### CORRESPONDENCE DATA

Fax Number: (206)623-7580  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 206 370 5863  
 Email: setrademarks@klgates.com  
 Correspondent Name: K&L Gates LLP  
 Address Line 1: 925 4th Ave. Ste 2900  
 Address Line 2: Erin S. Hennessy  
 Address Line 4: Seattle, WASHINGTON 98104-1158

ATTORNEY DOCKET NUMBER:	2067100.00001
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#### DOMESTIC REPRESENTATIVE

Name:  
 Address Line 1:  
 Address Line 2:  
 Address Line 3:  
 Address Line 4:

NAME OF SUBMITTER:	Erin S. Hennessy
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Signature:	/Erin S. Hennessy/
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Date:	09/22/2009
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Total Attachments: 8  
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Execution Copy

SECURITY AGREEMENT

This Security Agreement (this "*Security Agreement*") is made effective as of September 21, 2009 ("*Effective Date*"), by and between DayStar Technologies, Inc., a Delaware corporation ("*Debtor*"), and TD Waterhouse RRSP Account: \_\_\_\_\_ in trust for Peter Alan Lacey as beneficiary ("*Secured Party*"), with reference to the essential facts stated in the Recitals below:

AGREEMENT

NOW, THEREFORE, in consideration of the Loan, the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest. As security for the full and timely payment and performance of the obligations of Debtor to Secured Party described in Section 2 below (such obligations, collectively and severally, the "*Obligations*"), Debtor hereby pledges and grants to Secured Party a security interest ("*Security Interest*") in and to

\_\_\_\_\_  
Debtor's intellectual property and rights therein and  
thereto, \_\_\_\_\_

identified in Exhibit A  
(collectively and severally, the "*Collateral*").

3. Representations and Warranties. Debtor hereby represents and warrants that:

(a) Debtor is the owner of the Collateral and no other person has any right, title, claim or interest (by way of security interest or other lien or charge or otherwise) in, against or to the Collateral, except liens for taxes, assessments and other government charges not yet due and payable; except a security interest held by Banc of America Leasing & Capital, LLC in certain of the Collateral as described in that certain UCC 1 financing statement filed on October 22, 2008 in the Office of the Secretary of State of the State of Delaware under filing number 83561188 (the "*Prior Lien*");



7. Entire Agreement. This Security Agreement and the Loan Documents contain the entire agreement between Secured Party and Debtor with respect to the Collateral which is the subject of this Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Security Agreement effective as of the date first above written.

**DEBTOR:**

DayStar Technologies, Inc.,  
a Delaware corporation

By: William S. Stahl  
Name: WILLIAM S. STECKEL  
Title: CFO

**SECURED PARTY:**

TD Waterhouse RRSP Account  
in trust for Peter Alan Lacey

By: \_\_\_\_\_  
Name: Peter Alan Lacey  
Title: Authorized Signatory

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Security Agreement effective as of the date first above written.

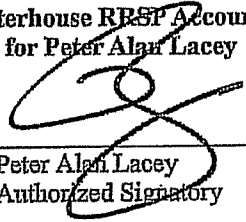
**DEBTOR:**

**DayStar Technologies, Inc.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

**SECURED PARTY:**

**TD Waterhouse RRSP Account**  
**in trust for Peter Alan Lacey**

By:   
Name: Peter Alan Lacey  
Title: Authorized Signatory

[SIGNATURE PAGE TO SECURITY AGREEMENT]



EXHIBIT A

**COLLATERAL LIST**

All of Debtor's right, title and interest, whether now owned or existing or hereafter acquired or arising, and wherever located in the following described property:

[EXHIBIT A TO SECURITY AGREEMENT]

(iii) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, mask works, logos and other business identifiers, prints and labels on which any of the foregoing have appeared or appear; all registrations and recordings thereof, and all applications in connection therewith, and all renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringement of any of the foregoing and the right to sue for past, present and future infringement of any of the foregoing;